



STILLMAN LEGAL, P.C

www.FightForUrRights.com

42 BROADWAY, 12TH FLOOR, NEW YORK NY 10004

NAME DIANA VALLE

ADDRESS 15-54 Bedford Avenue Brooklyn NY 11211

EMAIL NA

TELEPHONE 718-XXX-5678

Re: Retainer

Dear Diana

We are pleased that you have retained Stillman Legal PC to provide legal services to you. This letter will confirm the agreement between Stillman Legal PC (the “Firm”) and you (the “Client”) as to the scope and nature of the legal services to be provided and the basis on which our Firm’s fees and related expenses will be paid.

SCOPE AND NATURE OF REPRESENTATION. Pursuant to the terms of this retainer agreement, the Firm will provide legal services to you in connection with your Federal and State discrimination and wage and hour claims against the company (“_____”). Specifically, we will assist in recovering unpaid wage and overtime payments and damages from your Employer. We will agree, in writing, to the terms, conditions and fees of any further action, including litigation in any state or federal court. The Firm has specifically refrained from making any promises or guarantees to the Client about the outcome or success of the Client’s matter, and nothing in this agreement shall be construed as such a promise or guarantee.

CONTINGENCY FEE. You have specifically requested that this retainer agreement be structured as a contingency fee, as follows. You will pay us legal fees contingent upon the outcome of the matter. If recovery is made on your behalf, you shall pay us for legal services rendered, the greater of a sum equal 33.33% of any and all sums recovered either as a result of trial or by way of settlement (including attorneys fee awards) or the amount of “reasonable attorneys fees” determined by the Court or agreed upon by the defendants. If there is no recovery, you shall owe us no fees other than the initial retainer stated below. It is understood that in certain actions the prevailing party may be entitled to an award of reasonable attorneys fees based on customary hourly rates.

You agree, however, that regardless of recovery, to pay all other fees, expenses and disbursements incurred in this matter such as process server fees, deposition costs, expert fees,

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Page 2

court filing fees, copying costs, mailing, delivery and telephone costs. We may agree to advance expenses for you depending upon individual circumstances.

SETTLEMENT WITHOUT CONSENT. If the Claims are settled by you without the consent of the Firm, you agree to pay the Firm the contingency fee described above based on the full amount of the settlement recovery for your benefit to whomever paid or whatever called. The Firm shall have, in the alternative, the option of seeking compensation on a *quantum meruit* basis to be determined by the court. In such circumstances the court would determine the fair value of the services rendered and the Firm shall have, in addition, its taxable costs, disbursements, and attorneys' fees.

You are at liberty to terminate our representation at any time you see fit for any reason, or without reason. In that instance, your obligation will be to pay fees and disbursements accrued to the date of termination, plus any fees and disbursements accrued or incurred in connection with effectuating the termination. We reserve the right to stop work or to withdraw from further representation for any of the following reasons: (1) you fail to fully cooperate in our handling of your claim; (2) you do not follow our advice or instructions in the handling of your matters, although we readily acknowledge that you are not obliged to accept our advice on substantive aspects of your matters; or (3) you insist on our acting in a manner we determine to be unethical or illegal.

In the event of any dispute concerning fees, you may have a right to an arbitration under Part 137 of the Rules of the Chief Administrator.

If the foregoing meets with your approval, kindly acknowledge your consent on the original letter and return same to my attention. We look forward to working with you.

Por: Lina Franco-Stillman, Esq
LINA STILLMAN

Consetido por:

Diana Valle
Diana Valle